

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 CONFLICT OF INTEREST (IAW FAR 9.5).

A. It is understood and agreed that the Contractor, under the terms of this contract, or through the performance of the statement of work made a part of this contract, is neither obligated nor expected to deliver or provide material or perform work, which will place the Contractor in an Organizational Conflict of Interest, which could serve as a basis for excluding the Contractor from supplying products or services to the Defense Information Systems Agency (DISA) or other Government agencies. Further, during the course of this contract, the Contracting Officer (KO) will not knowingly unilaterally direct the Contractor to perform work, in contravention of the above understanding. It will be the Contractor's responsibility to identify any situation in which the potential for an Organizational Conflict of Interest exists. However, prior to the execution of any task order or amendment thereto, if the KO discerns the potential for an Organizational Conflict of Interest insofar as the work to be performed thereunder is understood to involve the preparation of a complete specification of materials leading directly, predictably and without delay to a Statement of Work which will be used in the competitive procurement of a system, the KO shall notify the Contractor, and the parties shall mutually take action to resolve any potential organizational conflict of interest.

B. This clause will be included in any subcontracts awarded under this contract. This clause does not relieve the Contractor from following up with other contracting offices and their Contracting Officers regarding potential organizational conflicts involving those procurements.

H.2 SUBCONTRACTING APPROVAL (IAW FAR 52.244-1, 52-244-2 and 52.244-3).

A. The Contractor shall obtain written KO consent prior to subcontracting any portion of this contract which is not in the Contractor's approved subcontracting plan. The Contractor's subcontracting plan dated 8 April 1996, as revised 3 June 1996, in support of this contract, is hereby approved and incorporated herein by reference. The Contractor is granted consent to enter into subcontracting agreements with those companies identified in the subcontracting plan. Only first-tier subcontractors are allowed.

B. In accordance with FAR clauses 52.244-1, 52.244-2 and 52.244-3, the Government is required to provide approval/consent for new subcontractors. On rare occasions, new subcontractors may only be approved for addition to the contract in cases where it is clearly evident to the KO that the proposed new subcontractor has a capability that is both required to perform work described in the DEIS II contract SOW and is not a capability of any of the Contractor's existing team of first-tier subcontractors. This approval may affect the Task Order procedures for fair opportunity established in G.4. Any new

subcontractor (all labor) approved for addition to the contract shall be reimbursed via the composite time-and-materials and firm-fixed price rates specified in Section B.

C. All materials required for performance of this contract, which is not Government-furnished, shall be furnished by the Contractor. The Contractor shall utilize the Government supply sources when available. When requisitioning procedures reveal that required material is not available from the Government supply sources, the Contractor shall identify it in its TO proposal.

D. All requests for KO consent shall be submitted in accordance with FAR Part 44, DFARS Part 244.2 and the Federal Information Resources Management Regulation (FIRMR), Part 39.

E. Ownership of supplies acquired or otherwise provided by the Contractor for performance of this contract shall vest with the Government.

H.3 CONFERENCES.

The KO, or his duly authorized representative, may call a conference from time-to-time as deemed necessary to discuss any phase of performance under the Contract. All discussions, problems encountered, solutions reached, and evaluations made during any conference shall be documented in the next status report for current reporting period. In any case, such reporting shall not, in and of itself, constitute formal direction to and/or KO acceptance of the topics discussed.

H.4 TRAVEL.

A. Official travel of Contractor personnel away from their duty station that was not identified in the negotiated task order shall not be undertaken unless, advance, prior written approval has been obtained from the TM. If travel causes additional costs to the task order, written approval by the KO is required.

B. The Contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.

C. Cost associated with Contractors' travel shall be in accordance with FAR Part 31.205-46.

D. Notwithstanding the above, OMB Circular A-21, section J.48 b., states that travel costs shall be in accordance with an acceptable institutional policy regarding travel. In order for the university to be reimbursed at a rate higher than the FTR/JTR rates referenced in FAR 31.205-46(a)(2), the Contractor must provide items (i), (ii) and (iv) of FAR 31.205-46(a)(3) for each reimbursement sought. Only after this burden has been met, can the university be reimbursed at the higher rates for "special" situations, unless advanced repeated authority is authorized by the KO, pursuant to FAR 31.205-46(a)(3)(iii).

H.5 INCIDENTAL HARDWARE/SOFTWARE.

This contract is primarily for technical support services, however, incidental hardware or software may be justified on individual task orders in cases where it can be demonstrated that the hardware/software is incidental to the performance of services to be provided in the task order. The dollar value of hardware/software as it pertains to task orders issued against this contract is limited to not more than \$500,000 or 20% of the estimated cost of the task order, whichever is lower. See H.12 and H.18.

H.6 WORK ON A GOVERNMENT INSTALLATION.

In performing work under this contract on a Government installation or in a Government building, the Contractor shall: fully comply with local military installation, city, state and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required under this contract. Specifically, the Contractor shall:

A. Conform to the specific safety requirements established by this contract.

B. The Contractor and his/her employees shall observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, sanitation, severe weather, admission to the installation, conduct not directly addressed in this contract;

C. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this contract.

D. Take such additional immediate precautions as the KO or TM may reasonably require for safety and accident prevention purposes.

E. Conform with all security requirements as specified in the DD Form 254 (See Attachment 6) and security requirements as specified in the Task Order Statement of Work.

H.7 INSURANCE SCHEDULE (IAW 28.306(b)).

The Contractor shall maintain the types of insurance and coverage listed below in accordance with FAR 28.307-2:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM AMOUNT</u>
Workmen's Compensation and all Occupational Diseases	As required by Federal and State Statutes
Employer's Liability Including all Occupational Diseases When Not so Covered in Workmen's Compensation Above	\$100,000

General Liability (Comprehensive)	\$500,000
Bodily Injury per Occurrence	
Automobile Liability (Comprehensive):	
Bodily Injury per Person	\$200,000
Bodily Injury per Occurrence	\$500,000
Property Damage per Occurrence	\$20,000

H.8 NOTICE OF INCORPORATION OF SECTION K.

Pursuant to the provisions on FAR 15.406-1(b), Part IV - Representations and Instructions, sections K, L and M will not be physically included in the resultant contract. Section K - Representations, Certifications and Other Statements of Offerors or Quoters will be incorporated into the resultant contract by reference and considered to be a part thereof.

H.9 NOTIFICATION REQUIREMENTS UNDER A TIME-AND-MATERIALS (IAW FAR 52-232-7(c)) AND COST-REIMBURSEMENT CONTRACTS (IAW FAR 52-232-20(b)).

Contractor notification requirements for FAR clause 52.232-20(b) "Limitation of Cost" for cost reimbursable task orders and FAR clause 52.232-7(c) "Payments Under Time-and-Materials and Labor-Hours" for T&M task orders (clauses are in Section I by reference), shall be accomplished only by separate correspondence directed to the KO with copies to the Task Monitor. No other form of "notification" (e.g., mention in any type of monthly progress or status report) will effect compliance. Further, notification to any individual other than the KO shall not constitute compliance with this requirement.

H.10 INTERRELATIONSHIPS OF CONTRACTORS.

A. The Government has entered into contractual relationships in order to provide technical support services in the conduct of appropriate studies, analyses and engineering activities separate from the work to be performed under this SOW, yet having links and interfaces to them. Further, the Government may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with such other Contractor(s) through the Task Monitor in providing suitable, non-conflicting technical interfaces and in avoidance of duplication of effort. By suitable tasking, such other Contractor(s) may be requested to assist the Government in the technical review of the Contractor's technical efforts. Information on reports provided under this SOW may, at the discretion of the Government, be provided to such other Contractor(s) for the purpose of such review.

B. See also paragraph H.13 entitled, "NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA." Nondisclosure shall be signed by Contractor employees prior to any work commencing on a task order.

H.11 KEY PERSONNEL.

A. Key person and key personnel are those Contractor personnel considered to be essential to the performance of the contract. The Contractor shall notify the KO and Task Monitor prior to making any changes in key personnel.

B. Prior to replacing key person or key personnel, the Contractor shall demonstrate to the satisfaction of the TM and KO that the qualifications of prospective replacement personnel are equal to or better than the qualifications of any personnel being replaced. For example, although the "PERSONNEL QUALIFICATIONS" (listed as Enclosure 5 in Section J) specifies qualifications for personnel, if the Contractor proposed qualifications greater than those qualifications listed by the Government, then the Contractor's replacement personnel shall meet the Contractor's personnel qualifications.

C. Key person and key personnel (listed as Enclosure 5 in Section J) are:

Labor

<u>Category No.</u>	<u>Labor Category Title</u>
1	Program Manager/Key Person
2	Project Manager/Key Personnel
9	Principal Systems Architect/Key Personnel
11	Principal Information Engineer/Key Personnel
40	Principal Business Process Reengineering Specialist/Key Personnel

D. Resumes are not required for labor categories specified below, but the Contractor shall certify via their technical proposals that the proposed personnel meet the personnel qualifications as specified in the enclosure "Personnel Qualifications" (see Section J).

Labor

<u>Category No.</u>	<u>Labor Category Title</u>
23	Data Entry Clerk
26	System Operator
30	Help Desk Specialist
31	Hardware Specialist
32	Senior Hardware Installation Technician
33	Hardware Installation Technician
34	Hardware Draftsman
35	Senior Network Installation Technician
36	Network Installation Technician
37	Network Draftsman
43	Data Standardization Specialist
44	Documentation Specialist
45	Technical Writer/Editor
48	Admin. Support and Graphic Specialist

H.12 PROCUREMENT AUTHORITY (FIRM 201.39.5202-3) (IAW FIRM 201-39.106-4(c)(1)) (OCT 1990).

A. This acquisition is being conducted under a specific acquisition delegation of the General Services Administration (GSA) exclusive procurement authority for Federal information processing (FIP) support services for technical and functional integration support and related administrative services.

B. The specific GSA Delegation of Procurement Authority (DPA) is KAA-96-0013, dated 5 Feb 1996. The DPA specifically directs the following:

(1) Non-DoD agencies are authorized to utilize the DEIS II contracts, on a non-mandatory basis, as long as the requirement is within the DEIS II scope.

(2) The DPA increases the contract ceiling by 20% or \$500,000,000 beyond DoD's requirement of \$2,500,000,000 for a total contract ceiling of \$3,000,000,000. Use of the contract by non-DoD agencies is not limited to \$500,000,000, however, priority is given for use of this increase amount. At the DoD's discretion, other federal agencies will be able to use portions of the contract not needed by DoD.

(3) Requirements for orders placed on the DEIS II contract shall not need to be synopsized in the Commerce Business Daily.

C. As stated above in subparagraph A, the DPA is for FIP support services for technical and functional integration support and related administrative services, and does not include hardware, software, telecommunications, or other like FIP resources. However, the purchase of hardware and software (materials) (see also H.5 & H.18C) may be required incidental to performing the services provided.

H.13 NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA.

The Contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. The Contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support Contractors possessing appropriate proprietary agreements, as listed in paragraphs A through D below.

A. Indoctrination of Personnel. The Contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the Contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other

than those furnishing the information. The Nondisclosure Agreement for Contractor Employees as shown below shall be signed by all indoctrinated personnel and forwarded to the Task Monitor for retention, prior to work commencing. The Contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

DEFENSE INFORMATION SYSTEMS AGENCY

NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES

I, _____ (print or type name), as an employee of _____ (insert name of company), a Contractor acting under contract to the Defense Information Systems Agency (DISA), Code _____ in administering an unclassified and/or classified system support for DEIS II, pursuant to contract number _____ (insert contract number), agree not to disclose to any individual business entity or anyone within _____ (insert name of employee company) or outside of the company who has not signed a nondisclosure agreement for the purposes of performing this contract: any sensitive, proprietary or source selection information contained in or accessible through the this project. Proprietary information/data will be handled in accordance with Government regulations.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. The Contractor's responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-5(b). Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use or to release or discuss such information for my own use or to release it to or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the to information therefrom. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the contracting officer to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(Signature of Contractor Employee)

Date

(Contractor)

(Employee Telephone No.)

(System)

B. Signed Agreements.

(1) The Contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. As part of this agreement, the Contractor will inform all parties of its agreement to allow certain Government designated Contractors access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the KO. These shall be signed prior to work commencing.

(2) In addition the Contractor shall be required to coordinate and exchange directly with other Contractors as designated by the Government for information pertinent and essential to performance of task orders issued under this contract. The Contractor shall discuss and attempt to resolve any problems between the Contractor and those Contractors designated by the Government. The KO shall be notified in writing of any disagreement(s) which has (have) not been resolved in a timely manner. Furnish the KO copies of communications between the Contractor and associate Contractor(s) relative to contract performance. Further, the close interchange with between Contractor(s) may require access to or release of proprietary data. In such an event, the Contractor shall enter into agreement(s) with the Government designated Contractor (s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the KO.

C. Government Designated Contractors. The Contractor agrees to allow the below listed Government-designated support Contractors, possessing appropriate proprietary agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the KO. List designated contractors:

Modern Technology Systems, Incorporated
6801 Kenilworth Avenue, Suite 200
Riverdale, MD 20737

CTC Associates, Inc.
2301 South Jefferson Davis Highway
Suite 1019
Arlington, VA 22202

It should be noted that the DITCO NCR is presently conducting a competitive solicitation which will succeed the contract with Modern Technology Systems Inc. Upon award of successor contract, the Government will release the name of the new contractor.

All Government-designated contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all par-

ties providing proprietary information to the Contractor, and the non-disclosure agreements shall be signed before work commences.

D. Remedy for Breach. The Contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-6. Nothing in this clause or contract shall be construed to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by this Contractor or its subcontractors.

H.14 GOVERNMENT FURNISHED EQUIPMENT, INFORMATION OR SERVICES.

A. It is anticipated that for some integration tasks, Government Furnished Equipment (GFE) will be specified in the individual task order (at the discretion of the Government) with specified delivery dates. Such equipment will be returned to the Government upon the conclusion of the contract or as specified on individual DISA Form 621S. Office automation equipment to perform office tasks is considered Contractor supplied.

B. Government Furnished Information (GFI) relevant to the tasks to be performed under this contract will be provided to the Contractor for use during the performance of the task as specified in the task orders (at the discretion of the Government) with specified delivery dates. These documents will be returned to the Government upon conclusion of the contract or as specified on the DISA Form 621S.

C. In the case that GFE or GFI are not provided to the Contractor by the specified date, the Task Monitor will be immediately notified by the Contractor. The Contractor will indicate impact and request direction from the TM.

D. Contractors are responsible and liable for Government property in their possession pursuant to FAR 52.245-1, 52.245-2 and 52.245-5, as applicable.

H.15 CORPORATE CHANGES.

The Contractor shall provide the DITCO KO copies of all correspondence relating to corporate status and major corporate revisions, such as buy-outs, sale or dissolution, and changes in personnel policy that effect this contract. Potential buyout scenarios, actual buyouts, sales and dissolutions shall be disclosed in writing to the DITCO Contracting Office as soon as possible.

H.16 PRICING ARRANGEMENT(S).

It is anticipated the majority of work performed on this contract will be priced using the fully loaded time-and-materials/firm fixed price

rates given in Section B. However, if required, task orders may be priced on a cost reimbursable basis.

H.17 SECURITY.

A. This document is UNCLASSIFIED; however, the classification of the work to be performed under this contract shall be accomplished in accordance with the Contract Security Classification Specifications, DD Form 254, contained in Section J. The Contractor shall follow conscientiously the security guidance provided in the DD Form 254, and other guidance that may be established by the KO.

B. Some task orders issued under this contract may require Sensitive Compartmented Information (SCI), or other clearance above the level contained in the contract DD Form 254. If such clearance is required, a task order specific DD Form 254 will be issued with the task order award.

H.18 CONTRACTOR JUSTIFICATION FOR OTHER DIRECT COSTS.

A. The Contractor shall include a detailed description and/or specifics of all proposed ODCs in their TO and cost proposal. Section B specifies ODCs as: travel and material. See also, B.2C(2), B.2D(2), H.5 and H.12 of the contract.

B. Travel. If destinations are specified in the TO statement of work, price out airfare and per diem rates by total days, number of trips, number of Contractor employees. See also H.4.

C. Materials.

(1) Only the prime Contractor shall acquire materials for task orders under this contract. However, on a case-by-case basis, the prime Contractor may request that a first-tier subcontractor be authorized to procure materials provided there is no additional cost for adders (i.e., the total adder whether proposed by the prime and/or subcontractor shall not exceed the negotiated adders set forth in the contract for that of the prime Contractor). The KO shall only approve such a request if it is determined to be in the Government's best interest to allow a first-tier subcontractor to procure materials (i.e., in the interest of obtaining time or cost efficiencies). The prime Contractor's G&A shall be capped. Materials may only be incidental. Also see H.5 and H.12.c.

(2) In accordance with DFARS 239.73 entitled, "Acquisition of Automatic Data Processing Equipment by DoD Contractors", the prime Contractor shall submit the required documentation to the KO for approval prior to purchase in accordance with DFARS 239.7305, e.g., lease vs. purchase, award to other than lower bidder, etc.

(3) When the prime Contractor proposes a specific make and model, the Contractor shall provide for Government consideration, justification why the requirement can only be met by "specific make and

model" (IAW FIRMR 201-20.103-6 and 201-39.6). See also B.2.c(2), B.2.d(2) and H.18.

(4) DoD Energy Star & PCMIA Requirements. Unless a waiver has been approved, the prime Contractor shall include a written statement that all hardware purchases meet the requirements of the DoD Energy Star requirements for microcomputers, including PCS, monitors and printers as well as the Personal Computer Memory Card International Association (PCMIA) card slots in personal computers (PCS) and workstations.

(5) The Contractor shall provide system enhancements to ensure that accessibility requirements are met for all current and prospective employees with disabilities according to FIRMR Amendment 14 and FIRMR Bulletins C-8 and C-10. In addition, any single enhancement or combination of enhancements, when enabled, must be compatible with all system operations and procedures that are available when the enhancements are not enabled. The Contractor shall provide all necessary software, drivers, and documentation necessary to make use of this equipment for each capability offered. For additional technical advice and assistance regarding computer and communication access for employees with disabilities contact:

General Services Administration
Clearinghouse on Computer Accommodation
18th and F Streets, NW
Washington, DC 20405
Telephone: (202) 501-4906

(6) Date Change Specification for the Year 2000 (Y2K). The Contractor guarantees that the software, which is licensed to and used by the Government prior to, during or after the calendar year 2000, shall include design and performance so the Government shall not experience software abnormally ending and/or invalid and/or incorrect results from the software in the operation of the business of the Government. The software design to ensure Y2K compatibility shall include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formulas and date values, and data interface values that reflect the century. In addition, the Contractor guarantees that the year 2000 leap year calculations will be accommodated and will not result in software, firmware or hardware failures. See the Statement of Work (SOW) paragraph 4.7, Task Area 7 - Standard/Common/Migration Application Development, and paragraph 4.10, Task Area 10, Standard/Common/Migration Application Operations and Maintenance Management.

(7) Prime Contractor's Purchasing System. The prime Contractor shall notify the KO and/or Contract Specialist in writing if there is any change in the status of their approved purchasing system and provide the reason(s) for the change. Documentation required to be submitted for KO consent shall be submitted in accordance with FAR Part 44.

D. Reproduction. The Contractor shall deliver only the minimum amount of copies required by the Government to either accept or reject a particular deliverable which is specified on the CDRL. Additional copies shall not be copied or reproduced by the Contractor, e.g., the Contractor may design a brochure but shall not duplicate the brochure for further distribution. Nor will the Government reimburse Contractor charges as an ODC for copies/ reproduction unless a waiver is requested, documentation is provided by the TM, and approval granted by the KO. Also see FAR Subpart 8.8.

H.19 OVERSEAS LOGISTIC SUPPORT FOR OCONUS WORK OCCURRING IN GERMANY AND ITALY.

A. In accordance with DFARS 225.802-70, authorization for obtaining logistic support and privileges in Germany and Italy for DoD Contractor personnel and their family members require a "Technical Expert" designation.

B. Technical Expert refers to a person with a high degree of skill or knowledge in the systematic procedure by which a complex or scientific task is accomplished, as distinguished from routine mental, manual or physical processes. The skills and knowledge must have been acquired through a process of higher education or through a long period of specialized training and experience.

C. Logistics support may include, but is not limited to, commissary services, military exchange (AAFES) facilities, class IV facilities, customs exemption, legal assistance, local Government transportation for official Government business, local morale/welfare recreation services, military banking facilities, military postal service, mortuary service, officer of NCO/EM clubs, privately-owned vehicle registration for USAREUR, purchase of petroleum and oil (POL) products, transient billets, and messing facilities at remote sites only (reimbursable).

D. For work performed in Germany a "Certification of Employee Technical Expert Status" and "Individual Logistics Support Questionnaire" must be completed and submitted with the Government Statement of Work, thereby allowing the Contractor to complete the questionnaire and submit with his/her proposal.

H.20 RELEASE OF NEWS INFORMATION.

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the KO and DISA Public Affairs Office (Code PAO) and if Congressionally related, DISA's Congressional Affairs (Code CA). See also Section I, DFARS clause 252.204-7000 "Disclosure of Information" and item 12 of the DD Form 254 (See Attachment6).

H.21 RESUME AND QUALIFICATION CERTIFICATION STATEMENT.

All personnel proposed to perform shall meet the Personnel Qualifications set forth in Section J , Attachment 1, Enclosure 5 of the contract. In lieu of submitting resumes for personnel proposed to perform under the task order, the Contractor shall:

A. Time-and-Materials (T&M)/Cost Reimbursable Task Orders. Provide the names of each person proposed to perform and certify that resumes are on file and all individuals are qualified in accordance with the Personnel Qualifications set forth in Section J, Attachment 1, Enclosure 5. The KO may request the Contractor submit resumes for personnel proposed to perform under a T&M or cost reimbursable type task order on a case-by-case basis.

B. Fixed Price Task Orders. Certify that all individuals that will perform under the task order are qualified in accordance with the Personnel Qualifications set forth in Section J, Attachment 1, Enclosure 5.

H.22 GOVERNMENT-CONTRACTOR RELATIONSHIPS.

A. The Government and the Contractor understand and agree that the services to be provided under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the Contractor and/or between the Government and the Contractor's employees. It is therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

B. Contractor personnel under this contract shall not:

(1) Be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.

(2) Be placed in a staff or policy-making position.

(3) Be placed in a position of command, supervision, administration or control over Military or Civilian Personnel, or personnel of other Contractors, or become a part of the Government organization.

(4) Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulation of DoD or the Federal Government.

(5) Be used in administration or supervision of military procurement activities.

C. Employee Relationship.

(1) The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgement

or direction on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulation, direction, and requirements which are issued by command authorities under their responsibility for good order, administration and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

(END OF SECTION H)